



EXHIBITOR AGREEMENT

This Exhibitor Participation Agreement ("Agreement") is entered into between The Aesthetic Society ("Organizer") and the Exhibitor identified above. By signing below or submitting payment, Exhibitor agrees to be bound by all terms and conditions of this Agreement. **All inquiries regarding exhibit space should be directed to Erika Ortiz-Ramos, Director, Exhibit Sales and Meeting Services, at erika@asaps.org.**

1. RIGHT TO EXHIBIT

Organizer reserves the right to refuse exhibit space to anyone at its sole discretion. This Agreement does not constitute a guarantee of participation until countersigned by Organizer.

2. ONLINE AGREEMENT & DEADLINE

To complete the reservation of booth space, a fully executed Agreement is required. Agreements are due no later than five (5) business days from the date of the agreement email. Failure to meet this deadline may result in the release of the reserved booth back into general inventory.

3. BOOTH SPACE ASSIGNMENT

Organizer will attempt to accommodate Exhibitor's location preferences; however, exhibit space will be assigned at Organizer's sole discretion in the following priority order:

1. Participation in Organizer's Signature, Premier, and Alliance Partner programs.
2. Past participation in Organizer's meetings.
3. The date the Agreement and deposit are received.
4. Requested space, including proximity to other specifically named exhibitors (exclusions by broad categories will not be honored).
5. The number of booths requested.
6. The type of product or service offered.

Relocation. Organizer reserves the right to adjust the floorplan or relocate Exhibitor's booth at any time, even if a prior location was confirmed. Organizer shall not be held liable for any such change.

Pricing. The cost of exhibit space is determined by both the square footage requested and its location on the show floor, including considerations for inline, corner, and island configurations. Contact Erika Ortiz-Ramos at erika@asaps.org for detailed pricing information.

4. FEES & PAYMENT SCHEDULE

To secure booth space, the following payment schedule applies:

Installment	Amount	Due Date
Deposit (1st installment)	50% of total booth fee	Due upon signing
2nd Installment	Additional 25% (total 75% paid)	August 31, 2026
Final Balance	Remaining balance (100% paid)	December 31, 2026

Payment requirements are determined by the date this Agreement is signed, as shown in the table above. If the required deposit is not received within fifteen (15) days of signing, the booth will be released. Booth space is not guaranteed until full payment is received. Early payment incentive: **Exhibitors who pay 100% of the total booth fee at signing will receive additional priority points toward future booth assignments.** Payments may be made by credit card, ACH, or check; instructions will be provided on your invoice.

Delinquent Payments. A late fee of ten percent (10%) of the contracted booth space fee will be assessed for any payment not received by January 31, 2027. Exhibitor acknowledges that this late fee is a reasonable consequence of delayed payment.

Payment Default. If Exhibitor's account remains delinquent for ten (10) consecutive calendar days following any payment due date, Organizer will consider Exhibitor's participation rescinded. The reserved booth space will be returned to general inventory, and no refunds will be issued.

Credit Card Chargebacks & Payment Disputes.

EXHIBITOR EXPRESSLY AGREES NOT TO INITIATE OR PURSUE ANY CREDIT CARD CHARGEBACK, PAYMENT REVERSAL, OR DISPUTE WITH ANY FINANCIAL INSTITUTION FOR FEES PAID UNDER THIS AGREEMENT. EXHIBITOR ACKNOWLEDGES THAT EXECUTION OF THIS AGREEMENT AND RECEIPT OF ASSIGNED BOOTH SPACE CONSTITUTE FULL DELIVERY OF THE CONTRACTED SERVICES AND SPACE LICENSE, REGARDLESS OF EXHIBITOR'S SATISFACTION WITH ATTENDANCE NUMBERS, EVENT OUTCOMES, OR PROGRAMMING CONTENT. DISSATISFACTION WITH THE CONTENT, FORMAT, DELIVERY, OR OUTCOMES OF THE EVENT SHALL NOT CONSTITUTE GROUNDS FOR A CHARGEBACK OR REVERSAL.

IN THE EVENT EXHIBITOR INITIATES A CHARGEBACK OR PAYMENT REVERSAL IN VIOLATION OF THIS AGREEMENT, EXHIBITOR SHALL BE LIABLE TO ORGANIZER FOR: (A) THE FULL AMOUNT OF THE DISPUTED CHARGE; (B) A LIQUIDATED DAMAGES FEE OF \$500 OR FIFTEEN PERCENT (15%) OF THE DISPUTED AMOUNT, WHICHEVER IS GREATER, WHICH THE PARTIES AGREE REPRESENTS A REASONABLE ESTIMATE OF ORGANIZER'S ADMINISTRATIVE COSTS AND LOSSES AND IS NOT A PENALTY; AND (C) ALL REASONABLE ATTORNEYS' FEES AND COSTS INCURRED BY ORGANIZER IN RECOVERING THE DISPUTED FUNDS. ALL PAYMENT DISPUTES MUST BE DIRECTED TO ERIKA@ASAPS.ORG BEFORE ANY THIRD-PARTY ACTION IS INITIATED.

5. BOOTH SPACE REDUCTIONS

Notification of a decision to reduce booth space must be submitted in writing to erika@asaps.org. All booth space reductions are subject to an administrative fee of fifty percent (50%) of the originally confirmed total booth cost. Organizer reserves the right to relocate Exhibitor's booth entirely upon any reduction.

6. CANCELLATION POLICY

Notification of cancellation must be submitted in writing to erika@asaps.org. Requests must be received no later than December 31, 2026. If received by that deadline, Organizer will refund payments made less an administrative fee of twenty-five percent (25%) of the total booth fee. No refund will be issued for cancellations received after December 31, 2026, for failure to cancel in writing, or for no-shows (failure to occupy booth space on-site).

Cancellation fees are remuneration for losses incurred by Organizer and are non-transferable. Cancellation of exhibit space will also result in release by Organizer of any hotel or convention center meeting space and sleeping rooms previously assigned to Exhibitor.

7. BOOTH SPACE — YOUR SPACE ONLY

Booth assignments are granted solely to the entity listed on this Agreement. That entity is responsible for all activity within the designated space.

- **Space Allocation.** Exhibitor space is for the exclusive use of the contracted entity and may not be shared or subleased without prior written consent from Organizer. If unauthorized sharing is discovered, the contracted entity will be required to pay the fee for a standard 10×10 booth.
- **Representation and Branding.** Only representatives, materials, and signage from the contracted entity are permitted within the booth space. Representatives, materials, or signage from affiliated entities, subsidiaries, or parent companies are not permitted unless expressly approved in writing.
- **Exhibitor Badge Distribution.** Exhibitor badges are designated for employees of the contracted entity only.

8. EXHIBITOR CONDUCT & FLOOR RULES

Exhibitor is responsible for staffing its booth during all published show hours and shall not begin teardown before the official close of the Event without written authorization. Premature dismantling will result in the deduction of five (5) booth points.

Aisle Solicitation

Exhibitor personnel and models must remain within the confines of the assigned booth at all times. Soliciting prospective customers in the aisle, especially attendees who are visibly walking to another booth, is strictly prohibited.

Respectful Conduct

All exhibitors and their representatives are expected to refrain from disruptive behavior that may impede communication between others, including loud talking, excessive noise, or any actions that draw unnecessary attention. Any unlawful or disruptive behavior will result in expulsion from the Event with no refund.

Noise, Odors, or Hazards

Booth activities producing potential hazards, elevated noise, or unpleasant odors to nearby exhibitors or attendees will not be permitted. Sound levels must not force nearby attendees or exhibitors to raise their voices to be heard.

Personnel Limits & Dress Code

Exhibitor may have a maximum of four (4) representatives per 100 square feet of booth space present at any given time.

Children under the age of 18 are not permitted in the exhibit hall at any time, with the following exceptions: infants and toddlers who remain secured in a stroller or baby carrier throughout the event are permitted. Children ages 5 and older are not permitted regardless of circumstance. Exceptions for any child outside these parameters require advance written approval from Organizer's Director, Exhibits and Meeting Services.

All representatives must be dressed professionally. Models must be dressed appropriately; all medical undergarments must be worn over a full-body leotard.

Trespassing & Pilfering

Exhibitor may not enter another exhibitor's space uninvited or when a booth is unattended. Exhibitor may not remove literature from another exhibitor's booth without permission and may not ask attendees or surgeons to collect such literature on Exhibitor's behalf.

Protruding Displays

Promotional displays may not physically extend beyond the assigned boundaries of Exhibitor's booth space.

Unapproved Food or Beverages

Exhibitor may not offer or dispense any food or beverages at the Event without prior approval from the convention center.

Equal Access

Exhibitors are entitled to spend time with attendees without undue influence from nearby exhibitors.

9. DISPLAY STANDARDS & RESTRICTIONS

All signage, displays, and structures must remain within the boundaries of Exhibitor's assigned booth footprint and may not extend into aisles, common areas, or neighboring booths.

Advertising & Signage Approval. Organizer reserves the right to approve all advertising and signage used by Exhibitor and to remove any signage that, in Organizer's sole discretion, is physically intrusive to other exhibitors, false, deceptive, misleading, or offensive or demeaning to any person or organization.

FDA Approval. Exhibitor must provide accurate and current information to attendees regarding its products' FDA regulatory status. Any mention of a product name accompanied by usage or indication instructions shall be deemed a product advertisement subject to Organizer's approval. Any signage indicating a product is not FDA-approved or that approval is pending must appear in a minimum of 72-point font.

Non-Endorsement. Exhibitor shall not represent, orally or in writing, that its products are approved by The Aesthetic Society or that Exhibitor is affiliated in any way with The Aesthetic Society.

10. INTELLECTUAL PROPERTY

Exhibitor represents and warrants that it owns or has all necessary rights to all intellectual property displayed, distributed, or demonstrated in its exhibit space, including but not limited to trademarks, trade names, patents, copyrights, and trade secrets. Exhibitor agrees not to infringe upon the intellectual property rights of any third party in connection with its participation in the Event.

Photography & Media Rights. The Aesthetic Society reserves the right to capture photographs and video of the Event, including exhibitor booths and personnel, for promotional and archival purposes. By participating in the Event, Exhibitor grants The Aesthetic Society a non-exclusive, royalty-free, worldwide license to use such media for marketing, promotional, and archival activities without further compensation or approval.

11. PHOTOGRAPHY, VIDEOGRAPHY & STREAMING

Due to the sensitive scientific nature of many products and services displayed in the exhibit hall, Organizer enforces the following strict policies:

- Exhibitors may photograph or video only within the confines of their own contracted exhibit booth, contracted meeting space, or a designated area defined solely by Organizer.
- Exhibitors may not photograph another company's exhibit booth, personnel, activities, or any other areas of The Aesthetic Marketplace, The Aesthetic MEET, or any other of our event spaces and venues.
- Exhibitors wishing to use a contracted photographer or videographer must notify erika@asaps.org in advance; Organizer will coordinate registration for a media badge.
- Photography during educational sessions is strictly prohibited.

12. CME PROTECTION & MEDICAL PRIVACY

CME Protection. Exhibitor personnel and representatives are not permitted to access educational sessions or public spaces for promotional purposes such as distributing flyers or soliciting sales. Promotional activity is permitted only from within Exhibitor's booth space inside the exhibit hall. Violators will be subject to penalties as determined by Organizer.

Medical Privacy. All Exhibitor personnel and representatives are required to maintain any revealed patient details and images in the strictest confidence. Photography during educational sessions is strictly prohibited.

13. PRODUCT SALES

If permissible under applicable local, state, and federal law and authorized by the venue, Organizer will permit Exhibitor to sell, take orders for, and deliver products. Exhibitor's determination of legality is not binding on Organizer, which reserves the right to make its own determination in its reasonable discretion. All transactions must be conducted professionally, without false, deceptive, or misleading sales tactics. Exhibitor must issue a receipt for all transactions. For security reasons, cash transactions are discouraged.

14. INSURANCE REQUIREMENTS

Exhibitor agrees to obtain and maintain, throughout the duration of the Event, including setup and teardown, comprehensive general liability insurance coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for property damage and bodily injury, naming the following as additional insureds:

- The Aesthetic Society
- The Aesthetic Foundation
- Freeman
- Miami Beach Convention Center

Such insurance shall be primary and non-contributory with respect to any insurance maintained by The Aesthetic Society or any other additional insured. Exhibitor further agrees that its insurance shall include a waiver of subrogation in favor of all additional insured parties. **A certificate of insurance evidencing the foregoing coverage must be provided to Organizer no later than January 31, 2027.** Organizer reserves the right to deny access to any Exhibitor who cannot produce satisfactory proof of insurance.

15. INDEMNIFICATION

Exhibitor assumes full responsibility for its actions and those of its personnel and agents at the Event. Exhibitor agrees to protect, indemnify, hold harmless, and defend Organizer, its show management company, subcontractors, the venue, and their respective employees and agents, at Exhibitor's own expense, against any and all claims, losses, or damages, including reasonable costs and attorneys' fees, resulting from Exhibitor's actions at the Event.

16. NON-LIABILITY & LIMITATION OF DAMAGES

It is understood and agreed that neither The Aesthetic Society nor its employees or contractors shall be liable for loss or damage to the goods or property of Exhibitor, its agents, or guests. At all times, such goods and property remain in the sole custody and possession of Exhibitor. By executing this Agreement, Exhibitor releases Organizer, its respective managers, officers, members, sponsors, employees, and agents, and holds them harmless from any claim for breach of contract, property damage, or personal injury sustained by Exhibitor and its agents, employees, or guests. This release and indemnity expressly includes all claims, injury, or damage resulting from the sole negligence of any of the foregoing indemnitees.

If any portion of the above release and indemnity is determined by any court to be unenforceable, Organizer shall not be liable for any special or consequential damages. In no event shall Organizer's total liability exceed the total fees actually paid by Exhibitor under this Agreement.

17. ATTENDANCE DISCLAIMER

Organizer shall not be liable for any verbal agreement or condition made by representatives of The Aesthetic Society or its affiliates. Any language, verbal or written, relating to the number of participants is merely an estimate of anticipated attendance and does not in any way guarantee the number of attendees at the conference.

18. FIRE, SAFETY & HEALTH REGULATIONS

The health, wellness, and safety of Exhibitors and attendees is Organizer's priority. All meetings will be organized in accordance with applicable local, state, and federal health and safety guidelines, which Exhibitor agrees to abide by. These guidelines may be modified based on guidance received at the time of the Event. Organizer will provide 24-hour general security during the Event. Exhibitor agrees to promptly notify Organizer's Director, Exhibit Sales and Meeting Services of any losses or security problems.

ADA Compliance. Exhibitor is responsible for compliance with the Americans with Disabilities Act within its booth and assigned space. For more information, refer to www.usdoj.gov/crt/ada/inline.htm.

19. VIOLATIONS & BOOTH POINT SYSTEM

Organizer reserves the right to impose penalties for violations of this Agreement or Event rules, including warnings, removal of signage, loss of booth points, ineligibility to exhibit at future events, and immediate expulsion, all in Organizer's sole discretion. Violations will be enforced as follows:

Offense	Consequence
1st Violation	Written warning
2nd Violation	Loss of one (1) booth point
3rd Violation	Loss of one-half (1/2) of all accumulated booth points
4th Violation	Loss of all booth points and ineligibility to exhibit at future The Aesthetic Society / The Aesthetic Foundation meetings

Note: Premature dismantling of a booth before the official close of the Event will result in a deduction of five (5) booth points.

20. FORCE MAJEURE

If any act of God, war, terrorist act, disaster, strike, pandemic, civil disorder, or other comparable emergency beyond Organizer's control makes it illegal, impossible, or impracticable to hold the Event, Organizer will cancel the Event and notify Exhibitor in writing. Exhibitor shall have no claim against Organizer for loss, damages, or compensation arising from the prevention, postponement, or abandonment of the Event for reasons beyond Organizer's control. Force majeure events include but are not limited to: war, terrorist action, national emergency, civil unrest, labor disputes, epidemic (including SARS, COVID-19, or similar), act of government or government agency, closure or cessation of airline services, or a venue becoming unavailable due to fire, storm, lightning, or other act of God.

If, in Organizer's opinion, the Event can be carried through by rearrangement, postponement, venue substitution, or other reasonable means, this Agreement shall remain binding upon both parties, except as to booth size and position, which shall be determined by Organizer in its sole discretion.

21. GENERAL PROVISIONS

1. **Governing Law.** This Agreement is governed by the laws of the State of Georgia, without regard to conflict-of-law principles.
2. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to exhibitor participation and supersedes all prior agreements and understandings.
3. **Amendments.** No amendment shall be effective unless in writing and signed by authorized representatives of both parties.
4. **Severability.** If any provision is found invalid or unenforceable, the remaining provisions continue in full force.
5. **Notices.** All written notices shall be delivered to the addresses above or via email to erika@asaps.org and shall be effective upon confirmed delivery.
6. **Independent Contractors.** The parties are independent contractors. Nothing herein creates a partnership, joint venture, employment, or agency relationship.
7. **Electronic Signatures.** Electronic signatures shall have the same legal effect as original signatures.
8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original.

22. DATA PRIVACY, LEAD CAPTURE & CYBERSECURITY

Data Privacy & Lead Capture. Exhibitor acknowledges and agrees that any collection, use, storage, or processing of attendee personal information — including through badge scanning, lead retrieval devices, or any other means — must comply with all applicable data protection and privacy laws and regulations, including applicable state consumer privacy laws.

With respect to badge scanning specifically: Exhibitor acknowledges that Organizer provides notice to attendees at registration that scanning their badge at an exhibitor booth constitutes consent to share their contact information with that exhibitor for marketing purposes. Exhibitor may rely on this registration-level disclosure as the required notice for badge scanning, provided Exhibitor uses scanned data only for lawful marketing consistent with the purposes disclosed at registration.

With respect to pre- and post-event registration lists: Organizer shares attendee contact information (name, mailing address, and email address) only with Exhibitors where the attendee has opted in to such sharing during registration. Exhibitor may use this information solely for lawful marketing to those attendees and must honor all opt-out and unsubscribe requests promptly.

EXHIBITOR SHALL NOT SELL, SHARE, OR TRANSFER ATTENDEE DATA TO ANY THIRD PARTY. EXHIBITOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE AESTHETIC SOCIETY AND THE AESTHETIC FOUNDATION FROM ANY CLAIMS, DAMAGES, OR LIABILITIES ARISING FROM EXHIBITOR'S COLLECTION OR USE OF ATTENDEE DATA. THE AESTHETIC SOCIETY ASSUMES NO RESPONSIBILITY FOR EXHIBITOR'S DATA PRACTICES.

Cybersecurity & Network Use. Exhibitor agrees not to interfere with, disrupt, or attempt to gain unauthorized access to any network, system, or data used in connection with the Event, including venue or Organizer-provided internet services. Exhibitor is solely responsible for securing its own devices, systems, and applications while on Event premises. Any activity deemed harmful, disruptive, or malicious by Organizer may result in immediate removal from the Event without refund.

23. DISPUTE RESOLUTION & JURY WAIVER

The parties agree to resolve disputes through the following escalating process:

Step 1 — Informal Negotiation. The parties agree to first attempt in good faith to resolve any dispute, claim, or controversy arising out of or relating to this Agreement through informal negotiation. Either party may initiate this process by delivering written notice describing the dispute in reasonable detail. The parties shall have thirty (30) days from delivery of such notice to reach a resolution.

Step 2 — Mediation. If the dispute is not resolved through informal negotiation within thirty (30) days, the parties agree to submit the dispute to non-binding mediation in Fulton County, Georgia, administered by a mutually agreed-upon mediator. The costs of mediation shall be shared equally by the parties. The parties shall participate in good faith and complete mediation within sixty (60) days of the mediator's appointment unless otherwise agreed in writing.

Step 3 — Binding Arbitration. If the dispute is not resolved through mediation, it shall be finally resolved by binding arbitration administered by the American Arbitration Association (AAA) under its then-current Commercial Arbitration Rules, with the arbitration seated in Fulton County, Georgia. The arbitration shall be conducted before a single arbitrator. The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. The prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

Exceptions. Notwithstanding the foregoing, either party may seek emergency injunctive or other equitable relief from a court of competent jurisdiction in Fulton County, Georgia to prevent irreparable harm without first completing the steps above.

JURY WAIVER. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Questions? Contact Erika Ortiz-Ramos | erika@asaps.org
